

# EXHIBIT A

REC-22-74

AIA Document A101/CMA

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a STIPULATED SUM  
1992 Construction Manager-Adviser Edition - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

The 1992 Edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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## AGREEMENT

made as of the Twenty-Eighth day of August in the year of Two Thousand Two.  
(In words, indicate day, month and year)

BETWEEN the Owner:  
(Name and address)

Indian River School District  
31 Hoosier Street  
RD 2, Box 156  
Selbyville, Delaware 19975

and the Contractor:  
(Name and address)

Mc Daniel Plumbing & Heating  
205 D Old Churchmans Road  
New Castle, Delaware 19720

For the following Project:

(Include detailed description of Project, location, address and scope.)

Sussex Central High School  
RR 6, Box 130  
Georgetown, Delaware 19947  
Contract SC-B-14 Mechanical Plumbing & ATC

The Construction Manager is:  
(Name and address)

EDIS Company  
110 S. Poplar Street, Suite 400  
Wilmington, Delaware 19801

The Architect is:  
(Name and address)

Becker Morgan Group  
Port Exchange  
312 West Main Street, Suite 300  
Salisbury, Maryland 21801

The Owner and Contractor agree as set forth below.

## ARTICLE 1 THE CONTRACT DOCUMENTS

© 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006-5292. AIA DOCUMENT A101/CMA • OWNER-CONTRACTOR AGREEMENT • CONSTRUCTION MANAGER-ADVISER EDITION • AIA® - WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. expiration as noted below. User Document: sc-b-14 mcdaniel p & h.aia -- 10/16/2002. AIA License Number 1003994, which expires on 8/1/2003.

Electronic Format A101/CMA-1992

5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the 25th day of a month, the Owner shall make payment to the Contractor not later than the 4th day of the second month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Construction Manager receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent ( 5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent ( 5 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent ( 100 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:  
*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

## ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as

provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

#### ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Temporary facilities and services:  
(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

7.4 Other Provisions:  
(Here list any special provisions affecting the Contract.)

#### ARTICLE 8 TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager-Adviser Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition, as amended, modified and supplemented.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated 7-10-02, and are as follows:

| Document | Title | Pages |
|----------|-------|-------|
|----------|-------|-------|

AIA A201/CMA 1992

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

| Section   | Title | Pages |
|---|-------|-------|
| <u>Project Manual for Sussex Central High School dated 7-10-02.</u> |       |       |

9.1.5 The Drawings are as follows, and are dated unless a different date is shown below:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

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| Number  | Title | Pages |
|---|-------|-------|
| <u>See Drawings Index, Specification Section 00850.</u> |       |       |

9.1.6 The Addenda, if any, are as follows:

| Number                              | Date | Pages |
|-------------------------------------|------|-------|
| <u>Addendum No. 1 dated 7-24-02</u> |      |       |
| <u>Addendum No. 2 dated 8-5-02</u>  |      |       |
| <u>Addendum No. 3 dated 8-12-02</u> |      |       |
| <u>Addendum No. 4 dated 8-13-02</u> |      |       |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:  
*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

Contractor's Proposal dated 8-15-02

Letter of Intent dated 8-28-02

Certificate of Insurance dated 9-06-02

Performance Bond dated 9-5-02

Labor & Material Payment Bond dated 9-5-02

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

Indian River School District

(Signature)

Lois M. Hobbs, Superintendent  
 (Printed name and title)

CONTRACTOR

McDaniel Plumbing & Heating

(Signature)

Jamie Morris, Treasurer  
 (Printed name and title)

Sussex Central High School  
 Bid Package "B"  
 BID FORM

NOTE: Bidders shall copy the form given below on their letterheads and use same in submitting their estimates.

Contract: SC-B-14  
 Description: Mech, Plbg & ATC

To: Board of Education  
 Indian River School District  
 31 Hoosier Street  
 Selbyville, Delaware 19975

From: McDaniel Plumbing & Heating (Name of Bidder)  
205 Dold Churchmans Rd (Address of Bidder)  
New Castle DE 19720  
302-322-3075 (Telephone Number of Bidder)

Re: Sussex Central High School  
 Bid Package "B"

Dear Sir:

We, McDaniel Plumbing & Heating, Inc. (name of bidder) have received the Bidding Documents on the subject project, including the complete Project Manual and the Drawings enumerated in the contract documents, all dated 7-10-02. We have also received Addenda Nos. 1-4 and have included their provision in our bid. We have examined the Bidding Documents and the premises and submit the following bid to perform all required work:

Base Bid: Four Million Two hundred Eighty Nine Thousand 4,289,000.00  
DOLLARS.

DEFERRED

Item 28 Auxiliary Gym  
 (Contracts B-04, B-05, B-06, B-07, B-08, B-09, B-11, B-13, 28 & B-15)

Add/Deduct THIRTY THREE THOUSAND (\$ 33,000)

Item 29 Storage Area  
 (Contracts B-04, B-05, B-06, B-07, B-08, B-09, B-11, B-13, 29 & B-15)

Add/Deduct Forty Five thousand DOLLARS (\$ 4,500)

Item 30 Classrooms  
 (Contracts B-04, B-05, B-06, B-07, B-08, B-09, B-11, B-13, 30 & B-15)

Add/Deduct NINE THOUSAND DOLLARS (\$ 9,000)

Item 31 Single Ply EPDM (Contracts B-06, B-11, 31 & B-15)

Add/Deduct NC (\$ 0)

Alternate No. 5: Exterior Brick Veneer  
 (Contracts B-04, B-05, B-06, B-07, B-08, B-09 & B-11)



Sussex Central High School  
 Bid Package "B"  
 BID FORM

Add/Deduct NC

(\$ 0)

Greenhouse (Contracts B-11, B-15)

Add/Deduct NC

(\$ 0)

Alternate No. 7: Theater Lighting (Contract B-15)

Add/Deduct NC

(\$ 0)

See Section 01100 Alternates for Detailed Descriptions.

UNIT PRICE

NONE

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following addenda:

| <u>ADDENDUM NUMBER</u> | <u>DATE OF ADDENDUM</u> |
|------------------------|-------------------------|
| <u>one</u> (1)         | <u>7-24-02</u>          |
| <u>two</u> (2)         | <u>8-5-02</u>           |
| <u>three</u> (3)       | <u>8-12-02</u>          |
| <u>four</u> (4)        | <u>8-13-02</u>          |

The undersigned has checked all of the above figures, and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all technicalities and informalities in connection therewith. It is agreed that this Bid may not be withdrawn for a period of 30 days from time of opening.

The undersigned declares that the person or persons signing this Bid is/are fully authorized to sign on behalf of the firm listed to all the Bid's conditions and provisions thereof.

It is agreed that no persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this Bid or the contract that may be entered into as a result of this Bid and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.

It is agreed that the undersigned has complied and/or will comply with all requirements of local, state and national laws, and that no legal requirements have been or will be violated in making or accepting this Bid, in awarding the contract to him and/or in the prosecution of the work required.

COMPLETION DATE

Should (I)/(We) be awarded the contract, (I)/(We) will complete all the work required in accordance with the Project Schedule.

CANCELLATION OF CONTRACT

With the acceptance of this contract, it is to be understood and agreed that should this project be stopped for any valid reason by the Owner, the cost of all work completed to date and any materials which cannot be returned for credit or have been ordered and cannot be canceled will be paid in full. Contractor shall be entitled to a fee applied to the cost of the work and materials completed at the time of the notice of

Greene Central High School

High School

High School

candidate on the basis of the following conditions: All materials purchased from the  
subcontractor shall become the property of the owner and shall be delivered to the owner.



St. Louis Central High School  
 Bid # 1995-02  
 Bid # 1995-02

Warranty, Bid Security, Bid Security, Subcontractor Listing, Equality of Employment Opportunity,  
 and Non-Discrimination Statement of this bid.

Respectfully submitted,

(a) Signature when Bidder is an individual:

(Date)

(Firm Name)

(Owner)

(b) Signature when Bidder is a partnership:

(Date)

(Firm Name)

(Signature of Partner)

(Signature of Partner)

(Signature of Partner)

(c) Signature when Bidder is a Corporation:

8-15-02  
 (Date)

McDaniel Plumbing & Heating, Inc.  
 (Firm Name)

(Corporate seal)

By: Frank L. McHenry

Title: Vice President

(Telephone No.)

302-322-3075

(Delaware Business License #)

1995109030

(Employer I. D. #)

510355770

(Signature)

[Signature]

(Name Typed)

Frank L. McHenry

(Title)

Vice President

(SEAL IF BIDDER IS A CORPORATION)

Attachments:

Bid Security  
 Subcontractor Listing

St. Anne's Catholic High School

Principal: Mr. E. J. ...

St. Anne's

Continuing Development Opportunity  
Non-Collaborative Statement

State Central High School  
Bldg. 1000  
Bldg. 1000

### SUBCONTRACTOR LISTING

If awarded this contract, we, McDaniel Plumbing & Heat, (name of bidder) will award subcontracts to the following subcontractors. Where we intend to perform the work with our own forces, our name is listed as subcontractor.

#### CONTRACTOR

#### NAME AND ADDRESS

#### DE BUSINESS NO.

Insert Name of Trade  
Plumbing

McDaniel Plumbing & Heat  
205 Old Churchmans Rd  
New Castle DE 19720

1995109030

Insert Name of Trade  
Sheet metal

McDaniel Plumbing & Heat  
205 Old Churchmans Rd  
New Castle DE 19720

1995109030

Insert Name of Trade  
MECHANICAL

McDaniel Plumbing & Heat  
205 Old Churchmans Rd  
Newcastle DE 19720

1995109030

Insert Name of Trade

Insert Name of Trade

Insert Name of Trade

Insert Name of Trade



Sussex Central High School  
Bid Package "B"  
BID FORM

REQUIREMENTS FOR SUBMITTAL OF THE EQUALITY OPPORTUNITY STATEMENT

DELAWARE STATE CODE - TITLE 29 CHAPTER 6920

6920 Equality of employment opportunity on public works

a) As a condition to the awarding of any contract for public works financed in whole or in part by state appropriation all state contracting agencies shall include in every contract hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows"

"The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or natural origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."

McDaniel Pkg. Htg.  
COMPANY/ORGANIZATION

205 D Old Churchmans Rd  
ADDRESS

New Castle DE 19720

Frank C McHenry  
AUTHORIZED REPRESENTATIVE

[Signature]  
SIGNATURE

8-15-02  
DATE



Case: Central High School  
Bidding: B-14  
BID NO. 14

NOTICE OF COLLUSION STATEMENT

DATE: 8-15-02

Insert Appropriate Name

Gentlemen:

This is to certify that the undersigned bidder McDaniel Plumbing & Heating, Inc. has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal for Contract No. SC-B-14 or any part(s) thereof, submitted to the Indian River School Dist. on the 15th day of August 2002.

[Signature] SIGNATURE OF BIDDER

BY: Frank L. McHenry, V.P.

CORPORATE SEAL

ATTEST:

[Signature]  
Secretary

SWORN to and SUBSCRIBED before me this 15 day of AUGUST, 2002

My Commission Expires:

August 20, 2004  
[Signature]  
Notary Public

JOSEPH M. PERONTI  
NOTARY PUBLIC  
STATE OF DELAWARE

My Commission Expires Aug. 20, 2004

This statement must be completed and signed in order that bids be considered.

END OF SECTION



Your Total Project Solution

28 August 2002

McDaniel Plumbing & Heating  
205 D Old Churchmans Road  
New Castle, Delaware 19720

Re: Sussex Central High School  
Contract No. SC-B-14 Mechanical, Plumbing & ATC

EDIS COMPANY

110 South Poplar Street  
Suite 400  
P.O. Box 2697  
Wilmington, DE 19805-0697

Tel. (302) 421-5700  
Fax (302) 421-5715

[www.EDISCompany.com](http://www.EDISCompany.com)

Gentlemen:

On behalf of the Indian River School District, we are authorizing you to proceed with the work associated with Contract No. SC-B-14 Mechanical, Plumbing & ATC. It is Indian School District's intention to issue you a contract in the amount of \$4,335,500. for this work as follows:

|                               |              |
|-------------------------------|--------------|
| Base Bid                      | \$4,289,000. |
| Alt. #1 Auxiliary Gym         | 33,000.      |
| Alt. #2 Storage Area          | 4,500.       |
| Alt. #3 Classrooms            | 9,000.       |
| Alt. #4 Single Ply EPDM       | 0            |
| Alt. #5 Exterior Brick Veneer | <u>0</u>     |
| Total Contract Amount         | \$4,335,500. |

Please submit Performance and Labor and Material Payment Bonds, your Certificate of Insurance and two copies of your Corporate Safety Policy to our office at the address listed above. Use the attached sample of AIA Document A312 for the Bonds and sample Certificate of Insurance for exact wording and limit requirements. Shop drawings and other submittals should also be prepared and directed to my attention at the address listed above. You are to proceed with the work in accordance with the project schedule.

We look forward to working with you on this project. If you have any questions, please call me.

Sincerely,

EDIS Company

A handwritten signature in dark ink, appearing to read "Christian J. McCone".  
Christian J. McCone

CM:jr

Attachment

cc: Greg Weer w/o att.  
Sandra Carpenter w/o att.

SEP-06-2002 03:56 PM EW - TERHELMJRING

6187 19880

P.01

| ACORD CERTIFICATE OF LIABILITY INSURANCE  |  |                                     |   | DATE (MM/DD/YY)<br>09/06/02   |   |
|---|--|-------------------------------------|---|---|---|
| PRODUCER<br>E. Walter Helm, Jr., Inc.<br>P.O. Box 907<br>1305 North Providence Road<br>Media, PA 19063  |  |                                     | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |   |   |
| INSURED<br>McDaniel Plumbing & Heating, Inc.<br>205 D Old Churchmans Road<br>New Castle, DE 19720   |  |                                     | INSURERS AFFORDING COVERAGE   |   |   |
|   |  |                                     | INSURER A: The Hartford Mutual Insurance Co.  |   |   |
|   |  |                                     | INSURER B:  |   |   |
|   |  |                                     | INSURER C:  |   |   |
|   |  |                                     | INSURER D:  |   |   |
|   |  |                                     | INSURER E:  |   |   |
| COVERAGES   |  |                                     |   |   |   |
| THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |  |                                     |   |   |   |
| INSR LTR  | TYPE OF INSURANCE  | POLICY NUMBER                       | POLICY EFFECTIVE DATE (MM/DD/YY)  | POLICY EXPIRATION DATE (MM/DD/YY)   | LIMITS  |
| A   | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIM MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> XCU<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 9022726                             | 01/13/02  | 01/13/03  | EACH OCCURRENCE \$ 1,000,000<br>FIRE DAMAGE (Any one fire) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COM/PCE AGG \$ 3,000,000 |
| A   | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS   | 6013535                             | 01/13/02  | 01/13/03  | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG       |
| A   | EXCESS LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ 10000  | 9022726                             | 01/13/02  | 01/13/03  | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE<br>UIC STATUS: 10TH-<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT   |
| A   | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY<br>OTHER   | 6013535                             | 01/13/02  | 01/13/03  | Comp. \$500 Deductible<br>Coll. \$500 Deductible  |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS   |  |                                     |   |   |   |
| Project-Sussex Central High School<br>Indian River School District and EDIS<br>Company are Additional Insureds  |  |                                     |   |   |   |
| CERTIFICATE HOLDER  |  | ADDITIONAL INSURED: INSURER LETTER: |   | CANCELLATION  |   |
| Indian River School District<br>31 Hoosier Street<br>Sellyville DE 19975  |  |                                     |   | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. |   |
|   |  |                                     |   | AUTHORIZED REPRESENTATIVE   |   |

SEP-12-2002 09:56  
Sent By: INSURANCE MARKET

PROLESEATLANTIC

215 657 8252 P.01/02

| ACORD CERTIFICATE OF LIABILITY INSURANCE   |   | SP ID  | DATE (MM/DD/YY)                  |                                   |                                       |
|--|---|--|----------------------------------|-----------------------------------|---------------------------------------|
| PRODUCER   |   | 00000-1  | 09/12/02                         |                                   |                                       |
| <b>The Insurance Market Inc</b><br>450 N Central Ave PO Box 637<br>Laurel DE 19956<br>Phone: 302-875-7591 Fax: 302-875-7541  |   | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  |                                  |                                   |                                       |
| INSURED  |   | INSURERS AFFORDING COVERAGE  |                                  |                                   |                                       |
| <b>McDaniel's Plumbing &amp; Heating</b><br>7381 Carhoun Place, Ste 510<br>Rockville MD 20855  |   | INSURER A: <b>The Hartford</b><br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:   |                                  |                                   |                                       |
| <b>COVERAGES</b><br>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIODS INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |   |  |                                  |                                   |                                       |
| INSTR  | TYPE OF INSURANCE   | POLICY NUMBER  | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                |
| 1  | GENERAL LIABILITY   |  |                                  |                                   | EACH OCCURRENCE 1                     |
|  | COMMERCIAL GENERAL LIABILITY  |  |                                  |                                   | FIRE DAMAGE (ANY ONE POLICY) 1        |
|  | CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>   |  |                                  |                                   | VED EXP (ANY ONE POLICY) 1            |
|  | GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC <input type="checkbox"/> |  |                                  |                                   | PERSONAL & ADV INJURY 1               |
|  | AUTOMOBILE LIABILITY  |  |                                  |                                   | OVERALL AGGREGATE 1                   |
|  | ANY AUTO  |  |                                  |                                   | PRODUCTS - COMPROP AGG 1              |
|  | ALL OWNED AUTOS   |  |                                  |                                   | COMBINED SINGLE LIMIT (Eq + person) 1 |
|  | SCHEDULED AUTOS   |  |                                  |                                   | BODILY INJURY (Per person) 1          |
|  | NON-OWNED AUTOS   |  |                                  |                                   | BODILY INJURY (Per accident) 1        |
|  | CARAGE LIABILITY  |  |                                  |                                   | PROPERTY DAMAGE (Per accident) 1      |
|  | ANY AUTO  |  |                                  |                                   | AUTO ONLY - EA ACCIDENT 1             |
|  | EXCESS LIABILITY  |  |                                  |                                   | OTHER THAN AUTO ONLY: EA ACC 1        |
|  | CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>   |  |                                  |                                   | AGGREGATE 1                           |
|  | DEDUCTIBLE  |  |                                  |                                   | 1                                     |
|  | RETENTION 1   |  |                                  |                                   | 1                                     |
|  | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   | APPLICATION  | 08/02/02                         | 08/02/03                          | EL EACH ACCIDENT 1 100000             |
|  | OTHER   |  |                                  |                                   | EL DISEASE - EA EMPLOYEE 1 100000     |
|  |   |  |                                  |                                   | EL DISEASE - POLICY LIMIT 1 500000    |
|  |   |  |                                  |                                   |                                       |
|  |   |  |                                  |                                   |                                       |
| DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT OR SPECIAL PROVISIONS<br>Ref: Sussex Central High School   |   |  |                                  |                                   |                                       |
| CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED: INSURER LETTER: <input type="checkbox"/>  |   | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. |                                  |                                   |                                       |
| Indian River School District<br>31 Hoosier Street<br>Seabysville DE 19976  |   | AUTHORIZED REPRESENTATIVE<br><b>The Insurance Market Inc</b><br>ACORD CORPORATION 1988   |                                  |                                   |                                       |

ACORD 25-8 (7/87)